

DATE OF LAST REVISION: September 28, 2006 CONTRACT END DATE: September 30, 2009

Copy to: Clerk of the Board
Pat Sutton, Public Health
Mirheta Muslic, Materials Management

INVITATION FOR BID FOR: PRE-PACKAGED AND LABELED MEDICATIONS (NIGP CODE 26900)

1.0 INTENT:

The intent for this Invitation for Solicitation is to provide pre-packaged and pre-labeled medicines to homeless and underprivileged individuals to prevent the spread of diseases. All medicines shall be labeled with the doctor's name and be written in English and Spanish.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

- 2.1.1 Each medication package shall have a label containing the following doctor's name: Dr. Bob England, M.D.
- 2.1.2 All medication labels shall be written in English and Spanish.
- 2.1.3 Where indicated, each medication package shall have the pre-printed script firmly affixed to the medication package prior to shipping..
- 2.1.4 Medicines:
 - 2.1.4.1 Amoxicillin, 500mg, 30 per bottle
 - 2.1.4.1.1 Pre-printed script to read: Take one capsule t.i.d. until gone
 - 2.1.4.2 Azithromycin, 1 gm, 20 per package
 - 2.1.4.3 Trimethoprim/Sulfa DS Tabs, 160mg/800mg, 20each
 - 2.1.4.3.1 Pre-printed script to read: Take one capsule twice daily until gone
 - 2.1.4.4 Benadryl, 25 mg, 20 per bottle
 - 2.1.4.4.1 Pre-printed script to read: Take one capsule q6h p.r.n.
 - 2.1.4.5 Bicillin, LA 1.2 MU/tbx, 10 per box
 - 2.1.4.6 Ceftriaxone, 10 per box
 - 2.1.4.7 Cephalexin, 500 mg capsule, 40 per bottle
 - 2.1.4.7.1 Pre-printed script to read: Take one capsule q.i.d until gone.
 - 2.1.4.8 Cyclobenzaprine, 10 mg, 10 per bottle
 - 2.1.4.8.1 Pre-printed script to read: Take one tablet t.i.d p.r.n.
 - 2.1.4.9 Cipro, 500 mg capsule, 6 per bottle
 - 2.1.4.9.1 Pre-printed script to read: Take one tablet b.i.d until gone
 - 2.1.4.10 Colace, 100 mg, 30 per bottle
 - 2.1.4.10.1 Pre-printed script to read: Take one capsule b.i.d. prn
 - 2.1.4.11 Diabeta, 2.5 mg, 20 per bottle
 - 2.1.4.11.1 Pre-printed script to read: Take _____ tablets _____times daily
 - 2.1.4.12 Dilantin, 100 mg, 30 per bottle
 - 2.1.4.12.1 Pre-printed script to read: Take ____capsules daily
 - 2.1.4.13 Doxycycline, 100 mg, 14 each
 - 2.1.4.13.1 Pre-printed script to read: Take one capsule b.i.d.

- 2.1.4.14 Erthromycin, 500 mg
- 2.1.4.15 Flagyl, 500 mg, 14 tablets per bottle
- 2.1.4.16 Flagyl, 500 mg, 4 tablets per bottle
- 2.1.4.17 Fluconazole, 150 mg
- 2.1.4.18 Furosemide, 20 mg, 20 per bottle
 - 2.1.4.18.1 Pre-printed script to read: Take_____ tablets____times daily
- 2.1.4.19 Ibuprofen, 800 mg, 20 per bottle
 - 2.1.4.19.1 Pre-printed script to read: Take one tablet t.i.d.
- 2.1.4.20 Imodium, 2 mg, 5 per bottle
 - 2.1.4.20.1 Pre-printed script to read: Take 2 capsules now and one after each loose stool
- 2.1.4.21 Lindane Shampoo 1%, 2 oz
- 2.1.4.22 Lisinopril, 10 mg, 10 per bottle
 - 2.1.4.22.1 Pre-printed script to read: Take_____ tablets____times daily
- 2.1.4.23 Metformin, 500 mg, 20 per bottle
 - 2.1.4.23.1 Pre-printed script to read: Take_____ tablets____times daily
- 2.1.4.24 Metoprolol, 50 mg, 20 per bottle
 - 2.1.4.24.1 Pre-printed script to read: Take_____ tablets____times daily
- 2.1.4.25 Metronidazole, 500 mg, 4 each
 - 2.1.4.25.1 Pre-printed script to read: Take 4 tablets stat
- 2.1.4.26 Metronidazole, 500 mg, 14 each
 - 2.1.4.26.1 Pre-printed script to read: Take one tab b.i.d.
- 2.1.4.27 Naprosyn, 500 mg, 20 per bottle
 - 2.1.4.27.1 Pre-printed script to read: Take one tablet b.i.d. with food
- 2.1.4.28 Nystatin Cream, 15 mg
 - 2.1.4.28.1 Pre-printed script to read: Apply b.i.d.
- 2.1.4.29 Nystatin Triamcinalone Cream, 15 gm
 - 2.1.4.29.1 Pre-printed script to read: Apply b.i.d. small amount
- 2.1.4.30 Prednisone, 10 mg, 16 per bottle
 - 2.1.4.30.1 Pre-printed script to read: Take 4 tablets daily until gone
- 2.1.4.31 Septra DS, 20 per bottle
 - 2.1.4.31.1 Pre-printed script to read: Take one tablet b.i.d. until gone
- 2.1.4.32 Zantac, 150 mg, 20 per bottle
 - 2.1.4.32.1 Pre-printed script to read: Take one tablet b.i.d.
- 2.1.4.33 Zithromax, 250 mg, 6 per bottle
 - 2.1.4.33.1 Pre-printed script to read: Take 2 tablets now then 1 daily for next 4 days
- 2.1.4.34 Kwell Lotion/Bottles 2 oz
 - 2.1.4.34.1 Pre-printed script to read: Apply as directed

- 2.1.4.35 Kwell Shampoo/Bottles 2 oz
 - 2.1.4.35.1 Pre-printed script to read: Apply as directed
- 2.1.4.36 Permethrin Cream 5%, 60 gm, 10 per package
 - 2.1.4.36.1 Pre-printed script to read: Apply as directed

2.2 USAGE REPORT:

The Contractor shall furnish the County upon request a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 DELIVERY:

Delivery shall be F.O.B. **DESTINATION** within seven (7) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

- 2.4.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.4.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.4.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.5.1 Contract Serial number.
- 2.5.2 Contractor's name and address.
- 2.5.3 Using Agency name and address.
- 2.5.4 Using Agency purchase order number.
- 2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 STOCK:

The Contractor shall be expected to stock, sufficient quantities as may be necessary to meet the County's needs.

2.7 DISCONTINUED MATERIALS:

- 2.7.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

- 2.7.1.1 Documentation from the manufacturer that the material has been discontinued.
- 2.7.1.2 Documentation that names the replacement material.
- 2.7.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.
- 2.7.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
- 2.7.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.7.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.8 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.9 INVOICES AND PAYMENTS:

2.9.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.9.1.1 Company name, address and contact
- 2.9.1.2 County bill-to name and contact information
- 2.9.1.3 Contract Serial Number
- 2.9.1.4 County purchase order number
- 2.9.1.5 Invoice number and date
- 2.9.1.6 Payment terms
- 2.9.1.7 Date of service or delivery
- 2.9.1.8 Quantity (number of days or weeks)
- 2.9.1.9 Contract Item number(s)
- 2.9.1.10 Description of Purchase (product or services)
- 2.9.1.11 Pricing per unit of purchase
- 2.9.1.12 Freight (if applicable)
- 2.9.1.13 Extended price
- 2.9.1.14 Mileage w/rate (if applicable)
- 2.9.1.15 Arrival and completion time (if applicable)
- 2.9.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.9.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.9.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.10 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of the County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.8 ORDERING AUTHORITY.

3.8.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504
(astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 EVALUATION CRITERIA.

3.10.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.10.1.1 Compliance with specifications.

3.10.1.2 Price.

3.10.1.3 Determination of responsibility.

3.10.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.11 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) and one (1) electronic copy of pricing, on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.13 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.13.1 **Mandatory:** One (1) original hardcopy (labeled), two (2) hardcopy copies of Catalogs and/or Price Lists and one (1) electronic copy of pricing on a CD;

3.13.2 **Mandatory:** Attachment "A", Pricing;

3.13.3 **Mandatory:** Attachment "B", Agreement; and

3.13.4 **Mandatory:** Attachment "C", References.

3.14 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

APOTHECA INC., 1622 N. 16TH STREET, PHOENIX, AZ 85006-1901

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT A PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO _____ %
REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: PRICING SHEET: C650504 / B0700205/NIGP 26900

DESCRIPTION:	PRE-PRINTED LABEL	PRE-PRINTED SCRIPT	ESTIMATED ANNUAL USAGE	UNIT PRICE	
1.1 Amoxicillin, 500mg, 30 per bottle	Dr. Bob England, M.D.	Take one capsule t.i.d. until gone	100	\$ 2.99	
1.2 Azithromycin, 1 gm	Dr. Bob England, M.D.		24	\$ 13.50	<4 x 250 mg> Tabs
1.3 Trimethoprim/Sulfa DS Tabs, 160mg/800mg, 20each	Dr. Bob England, M.D.	Take one capsule until gone	75	\$ 6.35	
1.4 Benadryl, 25 mg, 20 per bottle	Dr. Bob England, M.D.	Take one capsule q6h p.r.n.	240	\$ 0.89	
1.5 Bicillin, LA 1.2 MU/tbx, 10 per box	Dr. Bob England, M.D.		as much as possible	\$ 448.00	
1.6 Ceftriaxone, 10 per box	Dr. Bob England, M.D.		15	\$ 18.95	(bx of 10) 250 mg/vial
1.7 Cephalexin, 500 mg capsule, 40 per bottle	Dr. Bob England, M.D.	Take one capsule q.i.d. until gone	100	\$ 5.65	
1.8 Cyclobenzaprine, 10 mg, 10 per bottle	Dr. Bob England, M.D.	Take one tablet t.i.d p.r.n.	150	\$ 2.98	
1.9 Cipro, 500 mg capsule, 6 per bottle	Dr. Bob England, M.D.	Take one tablet b.i.d until gone	50	\$ 1.99	generic
1.10 Colace, 100 mg, 30 per bottle	Dr. Bob England, M.D.	Take one capsule b.i.d. pm	100	\$ 1.20	generic
1.11 Diabeta, 2.5 mg, 20 per bottle	Dr. Bob England, M.D.	Take ____ tablets times daily	150	\$ 3.20	generic
1.12 Dilantin, 100 mg, 30 per bottle	Dr. Bob England, M.D.	Take ____ capsules daily	200	\$ 6.98	
1.13 Doxycycline, 100 mg, 14 each	Dr. Bob England, M.D.	Take one capsule b.i.d.	130	\$ 2.30	

APOTHECA INC., 1622 N. 16TH STREET, PHOENIX, AZ 85006-1901

DESCRIPTION:	PRE-PRINTED LABEL	PRE-PRINTED SCRIPT	ESTIMATED ANNUAL USAGE	UNIT PRICE	
1.14 Erthromycin, 500 mg	Dr. Bob England, M.D.		20	\$ 5.99	
1.15 Flagyl, 500 mg, 14 tablets per bottle	Dr. Bob England, M.D.		10	\$ 2.35	generic
1.16 Flagyl, 500 mg, 4 tablets per bottle	Dr. Bob England, M.D.		10	\$ 1.25	generic
1.17 Fluconazole, 150 mg	Dr. Bob England, M.D.		1	\$ 1.50	generic
1.18 Furosemide, 20 mg, 20 per bottle	Dr. Bob England, M.D.	Take ____ tablets times daily	50	\$ 1.85	
1.19 Ibuprofen, 800 mg, 20 per bottle	Dr. Bob England, M.D.	Take one tablet t.i.d.	1000	\$ 2.32	
1.20 Imodium, 2 mg, 5 per bottle	Dr. Bob England, M.D.	Take 2 capsules now and one after each loose stool	50	\$ 1.70	generic
1.21 Lindane Shampoo 1%, 2 oz	Dr. Bob England, M.D.		5	\$ 128.00	
1.22 Lisinopril, 10 mg, 10 per bottle	Dr. Bob England, M.D.	Take ____ tablets times daily	150	\$ 1.95	
1.23 Metformin, 500 mg, 20 per bottle	Dr. Bob England, M.D.	Take ____ tablets times daily	150	\$ 2.70	
1.24 Metoprolol, 50 mg, 20 per bottle	Dr. Bob England, M.D.	Take ____ tablets times daily	150	\$ 2.10	
1.25 Metronidazole, 500 mg, 4 each	Dr. Bob England, M.D.	Take 4 tablets stat	50	\$ 1.25	
1.26 Metronidazole, 500 mg, 14 each	Dr. Bob England, M.D.	Take one tab b.i.d.	500	\$ 2.35	
1.27 Naprosyn, 500 mg, 20 per bottle	Dr. Bob England, M.D.	Take one tablet b.i.d. with food	400	\$ 2.65	generic
1.28 Nystatin Cream, 15 mg	Dr. Bob England, M.D.	Apply b.i.d.	50	\$ 1.50	
1.29 Nystatin Triamcinalone Cream, 15 gm	Dr. Bob England, M.D.	Apply b.i.d. small amount	50	\$ 1.50	

APOTHECA INC., 1622 N. 16TH STREET, PHOENIX, AZ 85006-1901

DESCRIPTION:	PRE-PRINTED LABEL	PRE-PRINTED SCRIPT	ESTIMATED ANNUAL USAGE	UNIT PRICE	
1.30 Prednisone, 10 mg, 16 per bottle	Dr. Bob England, M.D.	Take 4 tablets daily until gone	50	\$ 1.89	
1.31 Septra DS, 20 per bottle	Dr. Bob England, M.D.	Take one tablet b.i.d. until gone	50	\$ 6.35	generic
1.32 Zantac, 150 mg, 20 per bottle	Dr. Bob England, M.D.	Take one tablet b.i.d.	250	\$ 2.15	generic
1.33 Zithromax, 250 mg, 6 per bottle	Dr. Bob England, M.D.	Take 2 tablets now then 1 daily for next 4 days	1500	\$ 18.85	
1.34 Kwell Lotion/Bottles, 2 oz	Dr. Bob England, M.D.	Apply as directed	10	\$ 138.00	generic
1.35 Kwell Shampoo/Bottles, 2 oz	Dr. Bob England, M.D.	Apply as directed	10	\$ 128.00	generic
1.36 Permethrin Cream 5%, 60 gm, 10 per package	Dr. Bob England, M.D.	Apply as directed	15	\$ 29.95	

Terms: Net 1% 30 Days Net 31

Vendor Number: W000001016 X

Telephone Number: 602/252-5244

Fax Number: 602/258-1085

Contact Person: Mitchel Herseth

E-mail Address: mhetseth@apotheca_inc.com

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2009.**